IN THE HIGH COURT OF UTTARANCAL AT NAINITAL

Appeal from Order No. 327 of 2004

Laxman Singh Patwal S/o Sri Chandan Singh Patwal,
R/o Vikaspuri, Near Kalawati Colony Chauraha,
Nawabi Raod, Haldwani,
District Nainital. ……. Appellant

Versus

1. Pushpendra Singh S/o Suraj Mal,
   R/o 41-A, Lal Bagh, Gandhi Colony,
   Muzzafarnagar, Owner of Truck No. UP-12/2032.
2. United India Insurance Company Ltd.,
   through its Divisional Manager,
   Divisional Office, Tikonia,
   Haldwani, District Nainital.
3. M/s Krishana Nursing Home,
   through Dr. J.S. Khurrana,
   R/o Guru Nanak Pura, Bhotia Parav,
   Haldwani, District Nainital.
4. National Insurance Company Ltd.,
   through its Divisional Manager,
   Divisional Office Canal Road,
   Haldwani, District Nainital. …….. Respondents

Ms. Farida Siddiqui, Advocate for the appellant.
None for respondents Nos. 1 & 3.
Mr. Naresh Pant, Advocate for respondent No. 2.
Mr. D.S. Patni with Mr. Manish Dalakoti, Advocates for respondent No.4.

JUDGMENT

Coram: Hon'ble Rajeev Gupta, C.J.
Hon'ble Rajesh Tandon, J.

RAJEEV GUPTA, C. J. (Oral)

This is claimant's appeal for enhancement of the compensation awarded by Motor Accident Claims Tribunal/ District Judge, Nainital vide Award dated 03.06.2004 passed in Motor Accident Claim Petition No. 14 of 2003.

2. Claimant Laxman Singh Patwal claimed compensation of Rs. 12,00,000/- for the injuries suffered by him in the motor accident on 08.10.2002 when the Ambulance bearing registration No. UP02-D-

4689, in which he was taking his ailing brother Dan Singh Patwal from Haldwani to Patiala, was dashed by the Truck bearing registration No. UP12-2032 resulting in the serious injuries to the claimant and his brother Dan Singh Patwal and instantaneous death of the other occupant of the Ambulance Prem Singh Manral. The claimant pleaded that on account of the injuries suffered by him in the accident and the resultant permanent disability, he was dismissed from service by his employer resulting in monetary loss to him.

3. The owner and insurer of the Truck denied their liability to pay compensation to the claimant on the plea that the driver of the Ambulance (Maruti Van) was responsible for the accident. The owner and insurer of the Ambulance (Maruti Van), on the other hand, pleaded that the driver of the Truck was responsible for the accident.

4. The Tribunal, on the evidence led by the parties, held that claimant Laxman Singh Patwal sustained injuries in the motor accident on 08.10.2002; the accident occurred due to the rash and negligent driving of the drivers of both the vehicles i.e. the Truck and the Ambulance; and the insurers of both the vehicles (Truck and Ambulance) were equally liable to pay compensation to the claimant to the extent of 50% each.

5. Considering the nature of the injuries and the resultant permanent disability to the extent of 20%, the Tribunal awarded Rs. 30,000/- towards Permanent Disability and Rs. 1,90,000/- towards Medical Expenses. Thus, a total sum of Rs. 2,20,000/- was awarded as compensation to the claimant for the injuries suffered by him in the accident. The insurers of the Truck and the Ambulance were directed to pay 50% - 50% of the above amount of compensation to the claimants. The Tribunal, further, directed payment of interest on the amount of compensation at the rate of 9% per annum on the insurers' failure to pay the amount of compensation within a period of one month from the date of the Award.

6. Ms. Farida Siddiqui, the learned counsel for the appellant contended that the Tribunal has erred in awarding low compensation of Rs. 2,20,000/- only though the claimant suffered multiple serious injuries in the accident. The learned counsel further submitted that the Tribunal has erred in not awarding any interest on the amount of compensation and in directing only a conditional payment of interest in the event of failure to pay the amount of compensation within a period of one month from the date of the Award.

7. Mr. Naresh Pant, the learned counsel for respondent No. 2 United India Insurance Company Ltd., the insurer of the Truck and Mr. D.S. Patni, the learned counsel for respondent No.4 National Insurance Company Ltd., the insurer of the Ambulance (Maruti Van), on the other hand, supported the Award and contended that the compensation of Rs. 2,20,000/- awarded by the Tribunal, considering that the claimant suffered permanent disability to the extent of 20% only, cannot be said to be ‘inadequate’ so as to warrant any enhancement in this appeal.

8. The findings recorded by the Tribunal that claimant Laxman Singh Patwal sustained injuries in the motor accident on 08.10.2002; the injuries resulted in permanent disability to the extent of 20%; the accident occurred due to the rash and negligent driving of the drivers of both the vehicles i.e. Truck and Ambulance (Maruti Van); and the insurers of both the vehicles were equally liable to pay the amount of compensation to the claimant have, now, attained finality as the respondents have not filed any appeal against the Award.

9. The evidence led by the claimant about the injuries suffered by him in the accident could establish the permanent disability to the extent of 20% only. The compensation of Rs. 30,000/- awarded by the Tribunal for the above 20% permanent disability suffered by the

claimant in his left hand, cannot be said to be ‘inadequate’. The bills and vouchers submitted by the claimant before the Tribunal in regard to the amount spent by him on his treatment were to the extent of Rs. 1,90,000/- only. The Tribunal, therefore, has rightly awarded a sum of Rs. 1,90,000/- towards Medical Expenses.

10. On a cumulative consideration of the nature of the injuries suffered by the claimant in the accident; the fact that these injuries resulted in permanent disability to the extent of 20% only in his left hand; and the evidence led by the claimant about the amount spent by him on his treatment, we are satisfied that the compensation of Rs. 2,20,000/- awarded by the Tribunal is just and proper compensation in the case. We, therefore, do not find any scope for enhancement of the compensation awarded by the Tribunal.

11. The Tribunal, however, fell into error in not awarding any interest on the amount of compensation to the claimant and in directing only a conditional payment of interest in the event of failure on the part of the insurers to make the payment of compensation within a period of one month from the date of the Award. The claimant, therefore, has been deprived of the amount of interest on the amount of compensation, which was otherwise payable to him. The claim petition was filed on 31.01.2003 and the amount of compensation was paid to the claimant within one month of the passing of the Award dated 03.06.2004. Thus, the claimant is entitled to receive interest on the amount of compensation of Rs. 2,20,000/- for the period between 31.01.2003 and 03.06.2004. We, with a view to avoid any delay in the computation of the amount of interest by the Claims Tribunal, deem it proper to quantify the amount of interest payable to the claimant by the two Insurance Companies. We, therefore, quantify the amount of interest at Rs. 15,000/-, which is payable to the claimant by the two Insurance Companies equally i.e. Rs. 7,500/-each.

12. For the foregoing reasons, the appeal filed by the appellant under Section 173 of the Motor Vehicles Act is allowed in part. While affirming the quantum of compensation of Rs. 2,20,000/- awarded by the Tribunal, respondent No. 2 United India Insurance Company Ltd. and respondent No. 4 National Insurance Company Ltd. are directed to pay a sum of Rs. 7,500/- each (in total Rs. 15,000/-) towards interest to the claimant within a period of one month from today.

13. No order as to costs.

(Rajesh Tandon, J.) 07.09.2006

(Rajeev Gupta, C.J.) 07.09.2006

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